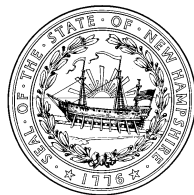


# **NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS**

## **REQUEST FOR PROPOSAL**



**NHDOC RFP 14-08-GFMED**

**Temporary Nursing Services**

**ISSUE DATE: March 5, 2014**

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION**

**P.O. BOX 1806  
CONCORD, NH 03302-1806**

**603-271-5610 FAX: 603-271-5639  
TDD Access: 1-800-735-2964**

**William L. Wrenn  
Commissioner**

**Bob Mullen  
Director**

**Request for Proposal (RFP)  
Terms and Conditions**

March 5, 2014

RFP Title: Temporary Nursing Services

RFP Number: NHD0C 14-08-GFMED

RFP Due Date: April 25, 2014, no later than 2:00PM, EST

RFP Service Region: Northern NH Correctional Facility: Northern Correctional Facility (NCF), Berlin, NH and Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Concord, NH and the NH State Prison for Women (NHSP-W), Goffstown, NH.

**NH Department of Corrections Mission Statement:** *Our Mission is to provide a safe, secure and humane correctional system through effective supervision and appropriate treatment of offenders and a continuum of services that promote successful re-entry into society for the safety of our citizens and in support of crime victims.*

This mission is supported through contracts with non-profit corporations; public corporations; public agencies (agency or department of municipal, county or state government); or by private proprietorships, partnerships or corporations; or a consortium of public, non-profit and private entities, that are awarded contracts through the State of New Hampshire Request for Proposals process. These entities are herein after known as the "Vendor," "Respondent," "Contractor" or "Bidder."

**SECTION A: Terms, Conditions and Procedures for Submitting Proposals**

**1. Brief Description:**

Attached is a Request for Proposal and Contract format for the provision of Temporary Nursing Services for the New Hampshire Department of Corrections (herein known as the "NHD0C," "State," "Corrections" or "Department").

**2. Performance Period:**

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2014 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2016, with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

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**Request for Proposal (RFP)**  
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**3. Statement of Purpose:**

The purpose of this request for proposal is to seek temporary nursing services for the inmate/patient population of the Northern NH Correctional Facility: Northern Correctional Facility (NCF), Berlin, NH and Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Concord, NH, and the NH State Prison for Women (NHSP-W), Goffstown, NH.

Northern Region - NHDOC Northern NH Correctional Facility Location		
Northern Correctional Facility (NCF)	138 East Milan Road,	Berlin, NH 03570
Southern Region - NHDOC Southern NH Correctional Facility Locations		
NH State Prison for Men (NHSP-M)	281 North State Street,	Concord, NH 03301
Secure Psychiatric Unit (SPU)	281 North State Street,	Concord, NH 03301
NH State Prison for Women (NHSP-W)	317 Mast Road,	Goffstown, NH 03045

**4. Outline of Minimum Required Services:**

- 4.1. The Vendor shall provide Temporary Nursing Professionals to the NH Department of Corrections for placement on a temporary basis; such professionals shall include, but not be limited to Registered Nurses (RNs) and Licensed Practical Nurses (LPNs).
- 4.2. The Vendor shall provide only those Temporary Nursing Professionals who maintain valid State of NH professional licenses, certifications and/or qualifications required by law for the performance of the services required. No Nursing professional shall be referred to the NH Department of Corrections without the proper licensure documentation required by federal, state or local law.
- 4.3. The Temporary Nursing Professional placed by the Vendor shall be under the direction and supervision of the NH Department of Corrections.
- 4.4. The NH Department of Corrections shall determine the shifts to be worked and shall not have any obligation to the Vendor for any minimum number shifts requested.
- 4.5. The NH Department of Corrections reserves the right to refuse placement of any Temporary Nursing professional with or without cause.
- 4.6. In performing the services specified by the NH Department of Corrections, the Nursing professionals are and shall at all times remain employees of the Vendor. The Vendor shall pay all salary and benefits on behalf of the Temporary Nursing Professionals to include but limited to FICA and Social Security taxes, applicable State taxes, workers compensation, unemployment, medical insurance expenses and retirement benefits.
- 4.7. The Vendor, not the State, shall be responsible for expenses incurred by the Temporary Nursing Professionals for and maintaining current licensures, certifications and continuing education costs.

**5. Proposal Inquiries:**

An individual who is authorized to commit the organization to provide the services necessary to meet the requirements of this RFP must submit all inquiries or questions.

- 5.1. Inquiries shall be received no later than 2:00PM EST on March 28, 2014.
- 5.2. Inquiries received will be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. No inquiries will be accepted after 2:00PM on March 28, 2014.

**Request for Proposal (RFP)**  
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- 5.3. All inquiries concerning this Request for Proposal shall be made in writing either by US Mail, fax or e-mail, citing the RFP Title, RFP Number, Page, Section and Paragraph submitted to:

<p>NH Department of Corrections Medical Operations Administrator P.O. Box 1806 Concord, NH 03302 Tel: (603) 271-5665 Fax: (603) 271-5639 <a href="mailto:jleeka@nhdoc.state.nh.us">jleeka@nhdoc.state.nh.us</a></p>
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**6. NH Department of Corrections Response Date for Vendor Inquiries:**

An official written answer to all written inquiries, received meeting the requirements found in Section Seven (7), Proposal Inquires, will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> on or prior to April 4, 2014.

**7. Vendor Conference: (NOT APPLICABLE)**

**8. Facility Tours: (NOT APPLICABLE)**

**9. Specifications:**

Vendors must submit proposals as specified. Vendors shall be notified in writing if any changes to the proposal specifications are made. Verbal agreements or instructions from any source shall not be authorized.

**10. Instructions, RFP Documents, Format and Labeling of Proposal Submissions:**

Prospective Vendors shall comply with instructions and conditions as specified in the Proposal and ensure sealed offers are received by the date, time and location identified herein.

**10.1. Instructions:**

- 10.1.1. Submit **three (3) original** and complete Proposals, to include, Cover Page, Cover Letter, Proposal Cover Sheet, Initialed Terms and Conditions, P-37, Initialed Exhibit A, B & C, Certificate of Good Standing, Authority/Vote and Insurance, Comprehensive General Liability Insurance Acknowledgment Form; Health Insurance Portability and Accountability Act (HIPAA) Form, Prison Rape Elimination Act (PREA) Form, Administrative Rules, Rules of Conduct and Confidentiality of Information Forms; Professional Licensures and/or Certifications, List of Board of Directors, List of Key Personnel and Salaries and Resumes (if applicable); Alternate W-9 Form; Statement of Financial Stability; Qualitative References; Non-Disclosure of Right To Know Letter; FBI CJISS Addendum and any applicable required pages, signed and initialed as appropriate on each page in **blue ink**. The original copies **shall** be typed or clearly printed in **black ink**. The contract signatory must initial all corrections.
- 10.1.2. In addition, submit **two (2) photocopies**, fully executed, and **one (1) CD** of the proposal.
- 10.1.3. Proposals **must be sealed** or they shall not be accepted.

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- 10.1.4. **Do not staple** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.
- 10.1.5. Please use only binder clips to secure and/or separate sections of the proposals.
- 10.1.6. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**
- 10.1.7. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM EST on **April 25, 2014** to be considered.
- 10.1.8. **All corrections shall be initialed by the prospective contract signatory; correction tape or white out shall not be used on any Contract documents.**
- 10.2. Technically Non-Compliant:
- 10.2.1. Proposals that are not complete (omission of requested proposal documents) or unsigned shall be considered “technically non-compliant”;
- 10.2.2. Absence of any documentation identified in the Proposal Check Sheet shall be considered “technically non-compliant”;
- 10.2.3. Any alterations to the text or format of the RFP, addendum or attachment to this document; and
- 10.2.4. Proposals that may be deemed ambiguous to the NH Department of Corrections during the evaluation process.
- 10.3. Technically Non-Responsive:
- 10.3.1. Proposals received after the deadline shall be considered “technically non-responsive.” If a proposal is received after the deadline, the NH Department of Corrections may notify the Bidder and send the proposal back to the prospective Vendor unopened and unevaluated.
- 10.3.2. If a partial service proposal is received, it shall be considered “technically non-responsive” and the NH Department of Corrections may notify the Bidder.
- 10.4. Required RFP Documents: All identified documents found on the Proposal Check Sheet are required documents and must be submitted to the NH Department of Corrections in order for a proposal to be considered complete, in addition to the following, but not limited to:
- 10.4.1. ***Executive Summary*** (not to exceed 2 pages) – Briefly summarize an overview of the organization (including any networks or subcontractors to be involved) to include type of current temporary nursing services being provided and length of time.
- 10.4.2. ***Organizational Capability*** (not to exceed 5 pages) – Describe the overall mission and services of the organization and how they relate to the goals and priorities as described in the Exhibit A, Scope of Services of this RFP.
- Describe the agency’s experience and capability to provide the required services as described in Exhibit A, Scope of Services, and meet any or all performance measures proposed. This includes: a) its overall capability and availability to perform the required services; b) demonstrated pool of candidates for use; c) qualified personnel with demonstrated correctional experience and credentials.
- 10.4.3. ***Program Structure/Plan of Operation Narrative*** (not to exceed 5 pages) – Describe, concisely and completely, exactly how services will be delivered within a thirty (30) day transition period prior to the start or upon award of the contract. How the agency will carry out services as described in the Exhibit A, Scope of Services, and how will the agency meet the performance measures. This narrative shall describe operationally how the program is set up to achieve the stated objective as identified in the RFP.

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- Provide an Organizational Chart and Staff List describing the individuals who will provide the services, to include their qualifications, professional certificates, licenses and current resume (**redact all personal information**).

10.4.4. **Financial Statements** – Demonstrate financial stability by providing financial statements, preferably audited, for two (2) consecutive years and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification must include one (1) of the following; please check off one (1) of boxes below submitted with your Proposal:

Check	Description
<input type="checkbox"/>	a copy of the organization's most recent full set of financial statements
<input type="checkbox"/>	a copy of the organization's audited set of financial statements from an independent Certified Public Accountant (CPA) firm

10.4.5. **References** – Qualitative references shall be submitted. Please provide a list of all current and former clients, institutions and/or agencies from the past two (2) years providing similar temporary nursing services. The Vendor shall grant the NH Department of Corrections permission to contact the references upon submission of reference information. Please provide the following information for each reference:

- Name and address of organization;
- Name, title, e-mail address, telephone and fax number of contact person;
- Website address; and
- Performance period.

10.5. **Order of Required RFP Documents:** Please submit the required RFP documents in the order specified in the Proposal Check Sheet, pages 13-15.

10.6. **Format Requirements:**

10.6.1.	Front Style	.....	12 Point, Times New Roman
10.6.2.	Line Spacing	.....	One and a half
10.6.3.	Text Justification	.....	Flush left
10.6.4.	Margins	.....	One inch all around
10.6.5.	Tabs	.....	Do not include section tabs
10.6.6.	Binding	.....	Do not bind, staple or 3-hole punch

10.7. **Labeling and Addressing Proposal:** Please clearly mark the outside of your envelope ***RFP 14-08-GFMED Temporary Nursing Services***. Proposals must be received (not simply post-marked) by the NH Department of Corrections, Financial Services, Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 322, on the Third (3<sup>rd</sup>) Floor of the Main Building of the Governor Hugh J. Gallen State Office Park South Complex, 105 Pleasant Street, Concord, NH, 03301 no later than **April 25, 2014 at 2:00PM EST**, to be considered.

10.7.1. For overnight carrier deliveries the Vendor shall address the overnight carrier label as such: NH Department of Corrections, Financial Services, Contract Administrator, 105 Pleasant Street, 3<sup>rd</sup> Floor, Room 322, Main Building, Concord, NH 03301, referencing telephone extension 603-271-7602.



**11. Submission Criteria:**

Proposals that are not complete or unsigned will not be considered. Any proposal received after the deadline shall be considered "technically non-responsive" and the NH Department of Corrections may notify the Bidder.

- 11.1. Partial service proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP.
- 11.2. If a partial service proposal is received, it shall be considered "technically non-responsive" and the Bidder may be notified by the NH Department of Corrections.
- 11.3. If an unsigned proposal is received in response to the RFP, the Bidder will be notified by the NH Department of Corrections and shall be considered "technically non-compliant".
- 11.4. A Bidder who has failed to sign a proposal may file a signed version of the RFP response within three (3) business days of the day the notice is issued.
- 11.5. The NH Department of Corrections shall not consider a proposal which remains unsigned on the fourth (4) business day after issuing notification of the unsigned proposal.

**12. Document Alterations/Changes/Omissions:**

It is unlawful to make any alterations to the text or format of this document, or the text or format of any addendum or attachment to this document. A signature on the Cover Sheet of the person authorized to legally bind the Vendor to the terms of this RFP signifies that no alterations have been made to the original text or format of this RFP. Any alterations made to the original text of this document may result in the proposal being considered "technically non-compliant."

**13. Evaluation Criteria/Procedure:**

Proposals shall be subject to a procedural review by the Contract Administrator prior to any other evaluation review to ensure the proposals submitted:

- 13.1. Conform to instructions and format contained within the RFP;
- 13.2. Is properly executed and complete; and
- 13.3. Contains all required supporting documentation.

**14. Other Contractual Documents Provided by the NH Department of Corrections:**

The State Long Form Contract, form P-37, version 1/09, Certificates of Authority/Vote, Comprehensive General Liability Insurance Acknowledgement Form, Alternate W-9 Form, Health Insurance Portability and Accountability Act (HIPAA), Prison Rape Elimination Act (PREA), Public Law 108-79 Prison Rape Elimination Act of 2003, Federal Register 28 CFR Part 115, National Standards to Prevent, Detect and Respond to Prison Rape, Public Law 104-91 and with the Standards for Privacy of Individual Identifiable Health Information, 45 CFR Parts 160 and 164, if applicable to contracted activities, and Administrative Rules, Rules of Conduct and Confidentiality of Information Agreement are located as a separate link on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdocr/business/rfp.html>.

**15. Cancellation:**

The NH Department of Corrections reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so. Financial responsibility for the preparation of proposals is the sole responsibility of the Vendor.

**16. Financial Commitment:**

Financial commitment by the NH Department of Corrections shall not occur until the Governor and the Executive Council of the State of New Hampshire approve a Contract.

**17. Rejection of Proposals:**

Proposals may be rejected at any time at the discretion of the Director of Administration if the Vendor:

- 17.1. Has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;
- 17.2. Fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;
- 17.3. If a non-profit/not-for-profit and fails to furnish the NH Department of Corrections with the names and addresses of the organization's Board of Directors/Members, List of Key Personnel and Salaries and/or Resumes of Key Personnel;
- 17.4. Fails to make an oral presentation if requested by NH Department of Corrections at a time, place and in a manner satisfactory to NH Department of Corrections; and
- 17.5. Fails to reach agreement with NH Department of Corrections on any and all Contract terms.

**18. Other Remedies for "Technically Non-Compliant" Proposals:**

The NH Department of Corrections, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases the NH Department of Corrections may:

- 18.1. Seek clarification;
- 18.2. Allow the Vendor to make corrections; or
- 18.3. Apply a combination of the two (2) remedies.

**19. Addendum(s) and/or Amendment(s) to, or Withdrawal of the RFP:**

- 19.1. If the NH Department of Corrections decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>. This notification will also serve as a Public Notice.
- 19.2. The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the award of a Contract and/or terminate this procurement in whole or in part at any time.
- 19.3. The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.
- 19.4. Whereas the Department may modify the RFP and as a result of a modification the Department believes that Vendors will not have enough time to effect changes necessary to their proposal(s) prior to the Proposal Due date listed in Table 35.1., the Department may postpone the Proposal Due Date for a period of up to thirty (30) days in the best interest of the State and/or to allow for fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website with the RFP prior to the Proposal Due Date listed in this RFP.

**20. Proposal Submission:**

- 20.1. Prospective Vendors shall comply with instructions as specified in the Terms and Conditions of the RFP, submit all documents with the Proposal as identified in the Proposal Check Sheet and ensure **sealed** offers are received by the date, time and location identified herein.
- 20.2. Vendor should be cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.
- 20.3. All companies, producers, agents or underwriters submitting Proposals are construed to have agreed to all conditions set forth in the RFP.
- 20.4. Verbal agreements or instructions from any source shall not be authorized.

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**21. Competition:**

The NH Department of Corrections encourages free and open competition among Vendors. Proposal specifications and conditions are designed to accomplish this objective, consistent with the NH Department of Corrections needs and guidelines.

**22. Collusion:**

The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

**23. Disclosure of Sealed Proposal:**

A Vendor's disclosure or distribution of proposals other than to the NH Department of Corrections shall be grounds for disqualification.

**24. Oral Presentation:**

Prior to the determination of the award, a Vendor may be required to make an oral presentation to clarify any portion of their response or to describe how the service requirements shall be accomplished. Vendor finalists may be asked to conduct the presentation at a time period designated by the NH Department of Corrections.

**25. Terms of Submission:**

All material received in response to this RFP shall become the property of the NH Department of Corrections and shall not be returned to the Vendor. Regardless of the Vendor selected, the NH Department of Corrections reserves the right to use any information presented in a proposal. The proposal content that makes up the Vendors awarded Contract shall become public information upon approval of the Governor and Executive Council of the State of New Hampshire.

**26. Vendor Responsibility:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their submitted proposal, any resulting Contract and any renewal Contracts thereof.

**27. Subcontractors:**

If your organization plans to utilize subcontractors for any portion of the services identified in this RFP, please include the subcontractor information, to include the types of services or functions in which you would plan to subcontract, and a brief company profile. Said subcontractors shall meet all requirements described in this RFP. Subcontracting of services shall require prior approval by the NH Department of Corrections.

**28. Change of Ownership:**

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assign.

**29. Evaluation of Proposals and Award of Contract:**

29.1. The NH Department of Corrections has approved this RFP for issuance. The RFP process is a procurement option allowing the NH Department of Corrections to award a Contract based upon the evaluation criteria established by the NH Department of Corrections.

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- 29.2. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.
- 29.3. The NH Department of Corrections, may, upon determining that no satisfactory responses to this RFP have been received for these services, negotiate with a successful applicant for a related service to include this particular service as part of the service package and/or issue another RFP for this particular service.
- 29.4. Upon review by the NH Department of Corrections and approval by the Governor and Executive Council, the signed Contract shall become valid.

**30. Liability:**

The NH Department of Corrections shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal or for work performed prior to Contract issuance.

**31. Licenses, Permits and/or Certifications:**

Vendor shall ensure and maintain all the necessary licenses, permits and/or certifications required by Federal, State, County and Municipal laws, ordinances, rules and regulations at the inception of the Contract and for the life of the Contract and any renewals thereof. The Vendor shall notify the NH Department of Corrections immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of Contract.

**32. Best Interest of the State:**

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a *BEST AND FINAL OFFER* (BAFO) from Vendors submitting acceptable and/or potentially acceptable proposals.

- 32.1. The “*BEST AND FINAL OFFER*” would provide Vendors the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.
- 32.2. The “*BEST AND FINAL OFFER*” shall provide the NH Department of Corrections the opportunity to modify volume indicators and cost categories, if applicable, identified in Exhibit B of the RFP. Such request of the NH Department of Corrections would provide the Vendor(s) the opportunity to amend or change its original proposal to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

**33. Proposal Review and Evaluation Criteria:**

- 33.1. The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the demonstrated capabilities and skills of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP. The NH Department of Corrections shall not review proposals that reduce our current functions.
- 33.2. The NH Department of Corrections utilizes a consensus scoring methodology to evaluate submitted proposals. Each response will be evaluated through a forum of open discussion/debate by the evaluation committee and scored comparing the Vendor’s proposal to the evaluation criteria and specifications defined in the RFP. Only the consensus score sheet will be used to designate the point value assigned to each proposal.
- 33.3. If an item or area of a Vendor’s proposal is deemed ambiguous, the Evaluation Team may warrant the item or area as “Technically Non-Compliant.” At the discretion of the NH

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- Department of Corrections, the Department may seek clarification and suspend the evaluation until a response from the Vendor is received.
- 33.4. The scoring of proposals establishes a reference point from which to make negotiation decisions. It in no way implies that a Contract will be awarded. NH Department of Corrections reserves the right to award more than one (1) Contract resulting from the evaluation of proposals submitted in response to this RFP, as well as the right to reject all proposals. NH Department of Correction reserves the right to enter into concurrent negotiations with more than one (1) respondent. If concurrent negotiations with more than one (1) respondent are required, a Contract award may result from those negotiations.
- 33.5. The NH Department of Corrections will award a Contract based on the following:
- 33.5.1. Total Estimated Cost;
  - 33.5.2. Organizational Capability;
  - 33.5.3. Program Structure/Plan of Operation;
  - 33.5.4. Financial Statements; and
  - 33.5.5. References.
- 33.6. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.
- 33.7. Points assigned per category in Section 34.1., Table of Scoring Criteria, are listed in no particular weighted order.

**34. Scoring of Evaluation Criteria:**

- 34.1. Table of Scoring Criteria:

<b>Category</b>	<b>Total Points Per Category</b>
34.1.1. Total Estimated Cost: (50 Points) 34.1.1.1. Cost Effective Serviced Rates	50
34.1.2. Organizational Capability: (30 Points)	30
34.1.2.1. Capability to Perform Services: (10 points) 34.1.2.2. Demonstrated Pool of Candidates for Use: (10 points) 34.1.2.3. Qualified Personnel with Correctional Experience and Credentials: (10 points)	
34.1.3. Program Structure/Plan of Operation: (10 Points)	10
34.1.3.1. Ability and Immediate Availability: (10 points)	
34.1.4. Financial Statements: (5 Points)	5
34.1.4.1. Financial Stability: (5 points)	
34.1.5. References: (5 Points)	5
<b>Total of all Categories</b>	<b>100</b>

**Note:** The Financial Stability, Organizational Resources & Capability of contracted Vendor(s) is of great importance to the NH Department of Corrections. A Vendor that does not score at least 3 out of 5 points, upon evaluation, in the Financial Stability category may be required to provide further financial information for the possibility of making their score satisfactory. In the event that the information provided does not satisfy the Department, the NH Department of Corrections shall, at its own discretion, remove the Vendor from the RFP and contract procurement process in the best interest of the State.

**Request for Proposal (RFP)**  
**Terms and Conditions**

**35. Schedule of Events (Timetable):**

35.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	March 5, 2014
2	Written Inquiries Due	March 28, 2014
3	NHDOC Posts Answers to Inquiries	April 4, 2014
4	RSVP: Attend Vendor Conference	N/A
5	Vendor Conference	N/A
6	Proposals Due	April 25, 2014
7	Presentations of Selected Vendors	TBA, if required
8	Best & Final Offer	TBA, if required
9	Contract Finalization	May, 2014
10	Anticipated Approval by the Governor and Executive Council	June, 2014
11	Expected Services Start Date	July 1, 2014 or upon G&C Approval, whichever is later

**Note:** The NH Department of Corrections, with the exception of Event # 6: "Proposals Due", may alter the above Table of Events and Important Dates at any time. The Vendor's "Proposals Due" date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of New Hampshire except for the reasons as stated in section – 19.4., Terms and Conditions of this RFP. Notice of any such changes will be posted on the NH Department of Corrections website and will be entitled *Table of Events and Important Date*.

**36. Procedures for Proposal Selection and Notification:**

- 36.1. A letter of selection may be sent to the Vendors who submitted proposals that are selected. The Scope of Services and Budget for the proposed Contract may be negotiated based upon the merit of the proposal, as evaluated by the proposal evaluation committee, availability of funding and conditions of the award.
- 36.2. The NH Department of Corrections expects to contract with one (1) Vendor to provide the needed services. The NH Department of Corrections may also require a Vendor to make appropriate linkages, or, collaborate with other agencies or providers in order to provide the necessary level of services required by this proposal.

**37. Special Notes:**

- 37.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 37.2. The NH Department of Corrections reserves the right to accept or reject any or all proposals, to waive any minor irregularities in any proposal and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
- 37.3. The solicitation of the Request for Proposal shall not commit the NH Department of Corrections to award a Contract.
- 37.4. The State and/or NH Department of Corrections shall not be responsible for expenses incurred by the Vendor to maintain current licensures and/or certifications.
- 37.5. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.
- 37.6. The successful Vendor, and/or sub vendors, shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, resulting Contract and any renewals thereof.

## Proposal Cover Sheet

**PROPOSAL FOR:** The provision of Temporary Nursing Services for the NH Department of Corrections (locations listed in Terms & Conditions and Scope of Services, Exhibit A) to contract with one (1) Vendor for the breadth of the services in this RFP. Partial proposals of services for any Correctional Facility locations shall not be accepted.

**RFP NUMBER:** NHDOC 14-08-GFMED

**LOCATION OF SERVICES:**

Northern Correctional  
Facility (NCF)

Southern Correctional  
Facilities

**PLEASE TYPE OR CLEARLY PRINT IN THE SPACES PROVIDED BELOW.**

**OFFER:** The undersigned hereby proposes to furnish to the STATE OF NEW HAMPSHIRE, the services as described in the PROPOSAL in accordance with the specifications contained herein. The signer of the Vendor below signifies the assent of the Vendor to all of the Terms and Conditions of this RFP.

1. VENDOR: \_\_\_\_\_  
Name of Organization (As written on the Certificate of Good Standing)

2. ADDRESS: \_\_\_\_\_  
Street Address (Physical address of the organization - no PO Boxes)

\_\_\_\_\_  
City or Town

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

3. SIGNATURE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

4. DATE SIGNED: \_\_\_\_\_

5. TITLE OF SIGNATORY: (Title of signatory) \_\_\_\_\_

6. NAME OF SIGNATORY: (Name of signatory) \_\_\_\_\_

7. CONTACT PERSON: (Contact person if different from signatory) \_\_\_\_\_

8. TELEPHONE: (Telephone number of contact person) \_\_\_\_\_

9. E-MAIL: (E-mail of contact person) \_\_\_\_\_

10. FAX: (Fax number of contact person) \_\_\_\_\_

11. URL: \_\_\_\_\_

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Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

## Proposal Check Sheet

**FORMAT FOR SUBMISSION:** Vendors shall submit three (3) original and completed proposals in response to this RFP. The originals shall be signed in blue ink. These originals must be typed or clearly printed in **black ink**. All corrections shall be initialed by the contract signatory. Submit two (2) copies of the original Proposal and one (1) CD. Proposals that are not completed or unsigned shall be considered "technically non-compliant." Any proposal(s) received after the deadline shall be considered "technically non-responsive" and the NH Department of Corrections may notify the Vendor with the Proposal sent back to the Vendor unopened and unevaluated. Proposals must be sealed or they shall not be accepted. Proposals shall not be stapled or three-hole punched. Use only binder clips to secure and separate your proposals. Vendors **MUST** initial the bottom right hand corner of each page of their Proposal.

If interested in submitting a proposal for these services, please fully complete, execute and return the following documentation in the sequence below:

- ☐ Cover Page:
  - Title of RFP;
  - RFP Number;
  - Vendor's Organizational Name; and
  - Submission Date.
- ☐ Cover Letter (see criteria, section 10.1 Instructions, RFP Documents, Format and Labeling of Proposal Submissions within the RFP);
  - Executive Summary;
  - Organizational Capability; and
  - Program Structure/Plan of Operation.
- ☐ Proposal Cover Sheet (please use the previous page for this document);
- ☐ Initialed Terms and Conditions;
- ☐ Contract Form P-37, version 1/09 ([P-37](#)):
  - Please fully execute Items 1.3, 1.4, 1.5, 1.11, and 1.12, in front of a Notary Public or Justice of the Peace and have them fill out Items 1.13, 1.13.1, and 1.13.2; and
  - Note: THE NAME OF THE VENDOR'S ORGANIZATION SHALL BE WRITTEN ON THE P-37 AS FOUND ON THE CERTIFICATE OF GOOD STANDING (ISSUED BY THE NH SECRETARY OF STATES OFFICE) TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- ☐ Initialed Exhibit A – Scope of Services;
- ☐ Initialed Exhibit B – Signature Page;
- ☐ Initialed Exhibit B:
  1. Estimated Budget, Temporary Nursing Fee Schedules (Budget Sheet);
  2. Method of Payment; and
  3. Appropriation of Funding.
- ☐ Initialed Exhibit C – Special Provisions;
- ☐ Certificate of Good Standing (**not included herein; see instructions on next page**);
- ☐ Certificate of Authority (execute and submit only the one that applies to your entity): ([Corporation Certificate of Authority Vote w/ Corporate Seal](#), [Corporation Certificate of Authority Vote with Notary Seal](#), [Partnership Certificate of Authority Vote](#), [Sole Proprietor Certificate of Authority Vote](#), [Limited Liability Company Certificate of Authority Vote](#)).
  - Note: THE NAME OF THE VENDOR'S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- ☐ Certificate of Insurance (**not included herein; see instructions on next page**):
  - Note: THE NAME OF THE VENDOR'S ORGANIZATION TO INCLUDE DBA NAMES, IF APPLICABLE, AS FOUND ON THE CERTIFICATE OF GOOD STANDING, AND ADDRESS OF THE VENDOR'S ORGANIZATION MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.



## Proposal Check Sheet

- ☐ Comprehensive General Liability Insurance Acknowledgement Form – ([Comprehensive General Liability Insurance Acknowledgement Form](#));
- ☐ Health Insurance Portability and Accountability Act (HIPAA) Form – [HIPAA Business Associate Agreement](#) (if applicable for requested services);
- ☐ Prison Rape Elimination Act (PREA) Form – [PREA Contractor Acknowledgement Form](#);
- ☐ Administrative Rules, Rules of Conduct and Confidentiality of Information Forms – [NHDOC Admin Rules, Conduct & Confidentiality of Information](#);
- ☐ Professional Licenses and/or Certifications;
- ☐ List of Board of Directors and Addresses (**only mandatory** for non-profit organizations);
- ☐ List of Key Personnel and Salaries (**only mandatory** for non-profit organizations – redact all personal information);
- ☐ Resumes (**redact personal information**) or Job Descriptions of all Personnel involved with administering programs;
- ☐ Alternate W-9 Form ([W-9 Form Document](#));
- ☐ Statement of Financial Stability;
- ☐ Qualitative References; and
- ☐ Non-Disclosure of Right to Know Information Letter to State Agency, if applicable (See Scope of Services, Exhibit A, Section 17).
- ☐ Federal Bureau of Investigation Criminal Justice Information Services Security Addendum [FBI CJISS Addendum](#)

All documentation listed above is necessary for the successful completion and submission of Proposals. All attachments are located on the following webpage: <http://www.nh.gov/nhdoc/business/rfp.html> under the heading “DOING BUSINESS, RFP RESOURCES.” (Direct link to above document web page: [RFP Resources](#)).

**OTHER NECESSARY FORMS (Not included on the above web page, must also be provided by the Vendor):**

- ☐ Certificate of Good Standing (NOT INCLUDED HEREIN, **must be provided by Vendor**): In order to obtain a Certificate, write directly to the Secretary of State, Corporate Division, State House Annex, Room 341, 25 Capital Street, 3<sup>rd</sup> Floor, Concord, NH 03301 or visit the Secretary of States Office in person. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for (CALL FOR FEES) made payable to the State of New Hampshire. **If you wish to visit the Secretary of States Office in person and pay in cash, you must bring exact change for each Certificate of Good Standing document(s) requested.** In the event that you need to expedite the request, you may fax the request to (603) 271-3246 (CALL FOR FEES) for the expedited service. Include your mailing address, corresponding check number, telephone and fax number. You will receive a fax of the Certificate in addition to an original mailed copy.
- ☐ Certificate of Insurance (NOT INCLUDED HEREIN, **must be provided by Vendor**): You must contact your Insurance provider and follow their process to get this form **pursuant to section 14 and 15 of the State Long Form Contract** (Link: [P-37](#)). The NH Department of Corrections, PO Box 1806, Concord, NH, 03302-1806 must be listed at the Certificate Holder on the document. Once obtained, if necessary, you may have your insurance provider fax the NH Department of Corrections a copy of the form to (603) 271-5639, care of the Contract Administrator.

- ❑ The Certificate of Insurance must provide the following:
  - Shall designate the State of New Hampshire, NH Department of Corrections as the Certificate Holder;
  - Shall designate the Certificate Holders address as: P.O. Box 1806, Concord, NH 03302;
  - Shall designate your organizations name (to include d/b/a names if applicable) and address in the Insured section of the Certificate of Liability Insurance document.
  - Shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$2,000,000.00 per each occurrence and \$2,000,000.00 general aggregate;
  - Shall provide proof and identify limits and expiration dates of Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable);

**The remainder of this page is intentionally blank.**

**SECTION B: Scope of Services, Exhibit A**

**1. Purpose:**

The purpose of this request for proposal is to seek temporary nursing services, for the inmate/patient population of the Northern NH Correctional Facility: Northern Correctional Facility (NCF), Berlin, NH and Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Concord, NH, and the NH State Prison for Women (NHSP-W), Goffstown, NH. Required temporary nursing services are generally known in advance, however, there are instances where unforeseen events, such as staff illness, preclude advance knowledge of need. Proposed temporary nursing services shall be provided by a flat fee rate.

**2. Terms of Contract:**

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2014 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2016, with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

**3. Location of Services:**

3.1. Location of Services: NH Department of Corrections Correctional Facilities, which are marked with an "X" below:

Northern Region - NHDOC Northern NH Correctional Facility Location			
<input checked="" type="checkbox"/>	Northern Correctional Facility (NCF)	138 East Milan Road,	Berlin, NH 03570
Southern Region - NHDOC Southern NH Correctional Facility Locations			
<input checked="" type="checkbox"/>	NH State Prison for Men (NHSP-M)	281 North State Street,	Concord, NH 03301
<input checked="" type="checkbox"/>	Secure Psychiatric Unit (SPU)	281 North State Street,	Concord, NH 03301
<input checked="" type="checkbox"/>	NH State Prison for Women (NHSP-W)	317 Mast Road,	Goffstown, NH 03045

3.2. The Contractor shall provide the requested Temporary Nursing services to inmates/patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.

3.3. Locations per contract year may be increased/decreased and or reassigned to alternative facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the NH Department of Corrections and the Contractor. The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.

3.4. Partial Proposals for the requested Temporary Nursing services for the NH Department of Corrections Correctional Facilities shall not be accepted.

**4. Current Inmate/Patient/non-Adjudicated Resident Population: (NOT APPLICABLE)**

- 5. Minimum Required Services:** The Contractor shall provide Temporary Nursing Services to include but not limited to:
- 5.1. Provide Temporary Nursing Professionals to the NH Department of Corrections for placement on a temporary basis; such professionals shall include, but not be limited to Registered Nurses (RNs) and Licensed Practical Nurses (LPNs).
  - 5.2. Provide only those Temporary Nursing Professionals who maintain valid State of NH professional licenses, certifications and/or qualifications required by law for the performance of the services required. No Nursing professional shall be referred to the NH Department of Corrections without the proper licensure documentation required by federal, state or local law.
  - 5.3. The NH Department of Corrections shall retain ultimate responsibility for the management of patient care.
  - 5.4. The Temporary Nursing Professional placed by the Contractor shall be under the direction and supervision of the NH Department of Corrections.
  - 5.5. The NH Department of Corrections shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.
  - 5.6. The NH Department of Corrections reserves the right to refuse placement of any Temporary Nursing professional with or without cause.
  - 5.7. In performing the services specified by the NH Department of Corrections, the Nursing professionals are and shall at all times remain employees of the Contractor. The Contractor shall pay all wages and benefits on behalf of the Temporary Nursing Professionals.
  - 5.8. The Contractor's flat fee service rate shall be inclusive of salary and benefits to include but not limited to FICA and Social Security taxes, applicable State taxes, workers compensation, unemployment, medical insurance expenses and retirement benefits.
  - 5.9. Normal paid shifts shall consist of eight (8) hours, occurring on three shifts. Day Shift (7AM-3PM), Evening Shift (3PM-11PM) and Night Shift (11PM-7AM).
  - 5.10. The Contractor shall be responsible to pay their employee one (1) half an hour lunch period.
  - 5.11. Temporary Nursing Staff may be required to report thirty (30) minutes prior to or after their assigned shift for a pre/post shift briefing. This may require the Contractor to schedule Temporary Staff for an eight and a half (8 ½) hour shift to include a ½ hour unpaid lunch.
  - 5.11. The NH Department of Corrections shall give the Contractor a two (2) hour notification of cancellation prior to the start of a shift. If a two (2) hour notification is not given, a four (4) hour charge will be incurred for billing.
  - 5.12. The NH Department of Corrections will provide an initial sixteen (16) hour orientation to Temporary Nursing Professionals newly assigned to the NH Department of Corrections.
  - 5.13. The NH Department of Correction's Nursing Staff shall not be required and/or requested by the Contractor to enter into legal Contracts, Agreements and/or Obligations on the behalf of the Department of Corrections.
  - 5.14. Contractor, not the State, shall be responsible for expenses incurred by the Temporary Nursing Professionals for and maintaining current licensures, certifications and continuing education costs.
  - 5.15. Contractor shall comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.
  - 5.16. Contractor shall inform all assigned Temporary Nursing Professionals and comply with all applicable Prison Rape Elimination Act (PREA) regulations set forth by Public Law 108-79 Prison Rape Elimination Act of 2003.

**Scope of Services  
Exhibit A**

- 5.17. **Only** personal property that is required for activities of daily living and contained in a clear plastic backpack shall be permitted into the secure perimeter of departmental facilities. Permitted personal items to include but are not limited to:
- 5.17.1. Toothbrush/toothpaste;
  - 5.17.2. Dental floss;
  - 5.17.3. Hand sanitizer/hand soap;
  - 5.17.4. Comb/brush;
  - 5.17.5. Feminine products;
  - 5.17.6. Coffee cup/thermos;
  - 5.17.7. Small/medium lunch box made of fabric or plastic (no larger than 30 quart);
  - 5.17.8. Plastic eating utensils;
  - 5.17.9. Pens/pencils;
  - 5.17.10. AM/FM radio (no headphones/ear buds/compact disks);
  - 5.17.11. Sunglasses;
  - 5.17.12. Purse/wallet (no more than \$100.00 in cash); and
  - 5.17.13. Prescribed and over-the-counter medications (no more than a one (1) day supply in a properly labeled prescription bottle/container, obtained from a pharmacy).
- 5.18. Contractor staff providing services shall have a security clearance to include a background check and fingerprinting.

**6. Service Utilization:**

Shift	Registered Nurse (RN)	Licensed Practical Nurse (LPN)
7AM - 3PM	352 Hours	100 Hours
3PM - 11PM	518 Hours	150 Hours
11PM - 7AM	448 Hours	0 Hours
<b>Total Estimated Service Utilization</b>	<b>1318</b>	<b>250</b>

- 7. Service Schedule and Utilization:** Service Schedule: The Vendor shall provide Temporary Nursing Services for the following required shifts listed below marked with an X.

	Service Schedule	Shift	Day of the Week that Shift Begins	Hours of Work
X	Weekdays	Day	(Monday - Friday)	7AM - 3PM
X	Weekdays	Evening	(Monday - Friday)	3PM - 11PM
X	Weekdays	Night	(Monday - Thursday)	11PM - 7AM
X	Weekends	Day	(Saturday - Sunday)	7AM - 3PM
X	Weekends	Evening	(Saturday - Sunday)	3PM - 11PM
X	Weekends	Night	(Friday - Sunday)	11PM - 7AM
X	Holiday	Day		7AM - 3PM
X	Holiday	Evening		3PM - 11PM
X	Holiday (Eve of the Holiday)	Night		11PM - 7AM

- 7.1. Weekday Day shifts shall begin at 7AM and end at 3PM on Monday, Tuesday, Wednesday, Thursday and Friday.
- 7.2. Weekday Evening shifts shall begin at 3PM and end at 11PM on Monday, Tuesday, Wednesday, Thursday and Friday.

- 7.3. Weekday Night shifts shall begin at 11PM on Monday, Tuesday, Wednesday, Thursday and Sunday and end at 7AM on Tuesday, Wednesday, Thursday, Friday and Monday.
- 7.4. Weekend Day shifts shall begin at 7AM and end at 3PM on Saturday and Sunday.
- 7.5. Weekend Evening shifts shall begin at 3PM and end at 11PM on Saturday and Sunday.
- 7.6. Weekend Night shifts shall begin at 11PM on Friday and Saturday and end at 7AM on Saturday and Sunday.
- 7.7. Observed Holidays shall follow the State of New Hampshire, Division of Personnel designated calendar Holidays.
- 7.8. Holidays that fall on a Weekend Day shall be observed on their prospective calendar date.
- 7.9. Columbus and Election Day shall not be considered as a State of New Hampshire Holiday.
- 7.10. Christmas and New Years Eve shall begin at 11PM (night shift) prior to the calendar date of the Christmas and New Years Day Holiday.
- 7.11. Holiday billing services shall not be applied unless an assigned Temporary Nursing Professional actually works on the Day, Evening, or Eve (11PM) of the Holiday.
- 7.12. No overtime rates shall be paid to the Contractor on behalf of their employee for employees working on State observed Holidays. The State shall expect the Contractor to manage the schedules of their employees so that no overtime is paid.

**8. State of New Hampshire Observed Holidays (Calendar Year 2014):**

<b>Holidays for Calendar Year 2014</b>		
<b>Holiday</b>	<b>Day of Week</b>	<b>Date of Holiday</b>
New Year's Day	Wednesday	January 1, 2014
Martin Luther King Day/Civil Rights Day	Monday	January 20, 2014
President's Day	Monday	February 17, 2014
Memorial Day	Monday	May 26, 2014
Independence Day	Friday	July 4, 2014
Labor Day	Monday	September 1, 2014
Veterans' Day	Tuesday	November 11, 2014
Thanksgiving Day	Thursday	November 27, 2014
Day After Thanksgiving Day	Friday	November 28, 2014
Christmas Day	Thursday	December 25, 2014

**Note:** Although the following days, Columbus Day and Election Day, are listed in RSA 288:1 as State holidays they are **not paid holidays** for State employees. State Offices will remain open for both Columbus Day and Election Day. State Holiday schedules are located at <http://admin.state.nh.us/hr/index.html>.

**9. General Service Provisions:**

- 9.1. Notification of Required Services: The NH Department of Corrections, Director of Nursing, or designee shall contact the Contractor when service is required. A list of NH Department of Corrections, Nursing Coordinators will be provided to the Contractor upon awarding of a Contract.
- 9.2. Tools and Equipment: The Contractor will be provided with the required tools and equipment as deemed necessary by the NH Department of Corrections to provide the requested services. Any and all tools, containers, and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 9.3. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.

- 9.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. If it is necessary to increase the price limitation of the Contract, this provision will require Governor and Executive Council approval.
- 9.5. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or Subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
- 9.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 9.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 9.5.3., below.
- 9.5.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provided services;
  - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
  - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Division Director of Medical & Fornesic Services and designee of the NH Department of Corrections;
  - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
  - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
  - Individuals with a history of drug diversion;
  - Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
  - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
  - Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 9.6. Licenses, Credentials, Certificates: The Contractor shall ensure all staff members meet the requirements of the State. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 9.7. Admittance: The Department may, at it sole discretion, remove from or refuse admittance to any Department facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.

- 9.8. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 9.9. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to the NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 9.9.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 9.9.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 9.9.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302
- 9.10. Contractor Liaison's Responsibilities:
- 9.10.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 9.10.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 9.10.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 9.10.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 9.11. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. Responsibilities of the NH Department of Corrections representative are:
- 9.11.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;
- 9.11.2. Monitoring compliance with the terms of the Contract;
- 9.11.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;



- 9.11.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
- 9.11.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 9.12. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
  - 9.12.1. Request the Contractor to provide proof of any and all permits to perform Temporary Nursing services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
  - 9.12.2. Request the Contractor to provide any and all reports on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections; and
  - 9.12.3. Reports and/or information requests shall be forwarded to NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 9.13. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
  - 9.13.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof;
  - 9.13.2. The Director and the Operations Administrator of Medical and Forensic Services of the NH Department of Corrections may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;
  - 9.13.3. Request additional reports and/or reviews the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
  - 9.13.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
  - 9.13.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
    - 9.13.5.1. Not in compliance with the terms of the Contract;
    - 9.13.5.2. Has lost or has been notified of intention to lose their accreditation and/or licensure;
    - 9.13.5.3. Has lost or has been notified of intention to lose their Federal certification and/or licensure; and
    - 9.13.5.4. Terminate the Contract as otherwise permitted by law.

**10. Other Contract Provisions:**

- 10.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
  - 10.1.1. The Department of Corrections has the right to terminate the Contract, and any
  - 10.1.2. renewal Contracts thereof, if the NH Department of Corrections determines that the Contractor is:
    - a.) Not in compliance with the terms of the Contract; or
    - b.) As otherwise permitted by law or as stipulated within this Contract.
- 10.2. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, the Contractor shall make advice and information on matters covered by the Contract available to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.

**11. Bankruptcy or Insolvency Proceeding Notification:**

- 11.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Department of Corrections immediately.
- 11.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

**12. Embodiment of the Contract:**

- 12.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
  - 12.1.1. Request for Proposal (RFP) and any amendments thereto;
  - 12.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
  - 12.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a “meeting of the minds,” after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire.
- 12.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 12.1.3. shall govern.
- 12.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor’s Proposal and/or the result of a Contract.

**13. Cancellation of Contract:**

- 13.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Contractor with a written notice of such cancellation.
- 13.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 13.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 13.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

**14. Contractor Transition:**

NH Department of Corrections, at its discretion, for any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

**15. Audit Requirement:**

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

**16. Additional Items/Locations:**

Upon agreement of both party's additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

**17. Information:**

- 17.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 17.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction any and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.
- 17.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.
- 17.4. All material developed or acquired by the Contractor, due to work performed under the Contract, shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 17.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the Contract and any renewals thereof and may be cause for Contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

**18. Public Records:**

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under [RSA 91-A](#). In addition, in accordance with [RSA 9-F:1](#), any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under [RSA 91-A:5, IV](#). If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

**19. Special Notes:**

- 19.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 19.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 19.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department.

**Scope of Services**  
**Exhibit A**

- Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 19.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
- 19.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
- 19.4.2. Secure the Contractor's written agreement to the proposed changes.
- 19.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 19.6. The NH Department of Corrections shall not be held liable for finders, placement, advertising fees or any related hiring fees incurred by the Contractor.
- 19.7. The NH Department of Corrections shall not be held liable for relocation expenses to include lodging, temporary housing or mileage fees as a condition of employment of the Contractor's staffing personnel for the duration or term of the Contract and any renewals thereof.
- 19.8. The Department of Corrections shall not agree to liquidated damage provisions on behalf of the Contractor and/or employees represented by the Contractor. If the Contractor requires the NH Department of Corrections staff signature validation of the Contractor's employees work schedule and/or time sheet, the Contractor shall recognize:
- 19.8.1. NH Department of Corrections staff does not have contracting and payment authority.

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**SECTION C: Estimated Budget/Method of Payment, Exhibit B**

**1. Signature Page**

The Vendor proposes to provide Temporary Nursing Services for the New Hampshire Department of Corrections (NHDOC) in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P/37, section 1.7 - Completion Date.

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AUTHORIZED SIGNATURE

DATE

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NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” (BAFO) from vendors submitting acceptable and/or potentially acceptable proposals. The “*BEST AND FINAL OFFER*” would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

**Estimated Budget/Method of Payment  
Exhibit B**

**2. Estimated Budget (Budget Sheet), Registered Nurses (RN):**

- 2.1. Location: Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M) and Secure Psychiatric Unit, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH.
- 2.2. Registered Nursing Fee Schedule:

<b>Registered Nursing (RN) Fee Schedule</b>				
		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	RN Hourly Rate	Extended Cost
Weekdays	7AM – 3PM (Day)	256	\$	\$
Weekdays	3PM – 11PM (Evening)	326	\$	\$
Weekdays	11PM – 7AM (Night)	280	\$	\$
Weekends	7AM – 3PM (Day)	80	\$	\$
Weekends	3PM – 11PM (Evening)	176	\$	\$
Weekends	11PM – 7AM (Night)	152	\$	\$
Holiday	7AM – 3PM (Day)	16	\$	\$
Holiday	3PM – 11PM (Evening)	16	\$	\$
Holiday	11PM – 7AM (Night)	16	\$	\$
<b>Estimated Two Year Budget for Temporary RN Services (subtotal column C)</b>			\$	

**Estimated Budget/Method of Payment  
Exhibit B**

**3. Estimated Budget (Budget Sheet), Licensed Practical Nurses (LPN):**

- 3.1. Location: Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M) and Secure Psychiatric Unit, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH.
- 3.2. Licensed Practical Nursing Fee Schedule:

<b>Licensed Practical Nursing (LPN) Fee Schedule</b>				
		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	RN Hourly Rate	Extended Cost
Weekdays	7AM – 3PM (Day)	59	\$	\$
Weekdays	3PM – 11PM (Evening)	92	\$	\$
Weekdays	11PM – 7AM (Night)	0	\$	\$
Weekends	7AM – 3PM (Day)	33	\$	\$
Weekends	3PM – 11PM (Evening)	50	\$	\$
Weekends	11PM – 7AM (Night)	0	\$	\$
Holiday	7AM – 3PM (Day)	8	\$	\$
Holiday	3PM – 11PM (Evening)	8	\$	\$
Holiday	11PM – 7AM (Night)	0	\$	\$
<b>Estimated Two Year Budget for Temporary LPN Services (subtotal column C)</b>			\$	

**4. Method of Payment:**

- 4.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15<sup>th</sup> of the month following the month in which services are provided.
- 4.2. Original invoices shall be sent to the NH Department of Corrections, Division of Medical/Forensic Services, and Attn: Director of Nursing, PO Box 1806, Concord, NH 03302-1806 for approval.
- 4.3. Once approved, the original invoices shall be forwarded to the Department's Bureau of Financial Services for processing.
- 4.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NH Department of Corrections.
- 4.5. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
  - 4.5.1. Invoice date and number;
  - 4.5.2. Facility name and associated Contractor account number (if applicable) representing facility name;
  - 4.5.3. Quantity and number of hours per Nursing Professional and shift assignment for services rendered.
  - 4.5.4. Itemized service/product total charge per service/product type.
- 4.6. Contractor errors resulting in service and/or product charge shall be at the expense of the Contractor to include:
  - 4.6.1. Assignment of incorrect service type of Temporary Nursing Professional;
  - 4.6.2. Any related travel expenses for the Contractor's Temporary Nursing Professional to the facilities.
- 4.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 4.9. Weekday billing period for the Day shift shall begin at 7AM and end at 3PM (Monday – Friday); weekday billing period for the Evening shift shall begin at 3PM and end at 11PM (Monday – Friday); weekday billing period for the Night shift shall begin at 11PM (Monday – Thursday) and end at 7AM (Tuesday – Friday and Monday), respectfully.
- 4.10. Weekend billing period for the Day shift shall begin at 7AM and end at 3PM (Saturday and Sunday); weekend billing period for the Evening shift shall begin at 3PM and end at 11PM (Saturday and Sunday) and weekend Night shifts shall begin at 11PM on Friday and Saturday and end at 7AM on Saturday and Sunday, respectfully.
- 4.11. Weekday, Weekend and Holiday billing shall not be applied unless an assigned Temporary Nursing Professional actually works on the prospective Day (7AM – 3PM), Evening (3PM – 11PM) and Night (11PM – 7AM) shift.
- 4.12. Holiday Day billing period shall begin at 7AM and end at 3PM; Holiday Evening billing shall begin at 3PM and end at 11PM; Holiday Eve (Night shift) billing period shall begin at 11PM on the eve of the Holiday and end at 7AM of calendar Holiday date and shall not be combined with a Weekday Evening, Night or Weekend Day, Evening or Night rate.



- 4.13. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30<sup>th</sup> of the following year. For budgeting purposes, year one of the Contract shall end on June 30, 2015.

**5. Appropriation of Funding**

- 5.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
- 5.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
- 5.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

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**Section D: Special Provisions, Exhibit C**

**1. Special Provisions:**

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

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**Section E: Glossary of Terms:**

Various terms and abbreviations used within this RFP that may not be familiar to all readers. This glossary term and acronym list is an attempt to help make reading these documents easier and more understandable.

<b>Term</b>	<b>Acronym</b>	<b>Description/Definition</b>
Alternate W-9 Form	ALT W-9	
Best and Final Offer	BAFO	
Certified Public Accountant	CPA	
Eastern Standard Time	EST	
Estimated	Est	
Federal Bureau of Investigation Criminal Justice Information Services	CJISS	
Federal Insurance Contributions Act	FICA	
Governor and Executive Council	G&C	
Health Insurance Portability and Accountability Act	HIPAA	
Licensed Practical Nurse	LPN	
New Hampshire	NH	
NH Department of Corrections	NHDOC	
NH State Prison for Men	NHSP-M	
NH State Prison for Women	NHSP-W	
Northern NH Correctional Facility	NCF	
Not Applicable	N/A	
Post Office Box	PO/P.O.	
Prison Rape Elimination Act	PREA	
Protected Health Information	PHI	
Registered Nurse	RN	
Request for Bid	RFB	
Request for Information	RFI	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
Secure Psychiatric Unit	SPU	
State of NH Long Form Contract	P-37	
To Be Announced	TBA	
United States	US	

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